

# Spader True<sup>★</sup> Phase 1



Fulfilling. Success.

Company: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_ State/Prov: \_\_\_\_\_ Zip/PC: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Additional People/  
 Emails to Access: \_\_\_\_\_  
 Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_ (1 year minimum subscription) Fiscal Year End: \_\_\_\_\_  
 Accounting System: \_\_\_\_\_

Order Information		Annual Price	Extended Price
<input type="checkbox"/> True <sup>★</sup> (\$149 x 12)		\$1,788	
<b>Discounts</b>			( )
<input type="checkbox"/> 20 Group or Management Link Client (100%)			
<input type="checkbox"/> GE Capital CDF Canada			
<input type="checkbox"/> GE Capital CDF US-RV			
<input type="checkbox"/> MRAA			
<b>SUBTOTAL (12 months)</b>			
One Time Setup Fee	<input type="checkbox"/> One-time Setup Fee with File Exports or Excel data	\$375	
	<input type="checkbox"/> One-time Setup Fee without File Exports	\$750	
<b>TOTAL</b> <i>FL, SD, TX residents add applicable sales tax</i>			
<b>FIRST PAYMENT DUE NOW</b> <i>Includes first month or first quarter payment, see Payment Options, plus Setup</i>			

Payment Options
<input type="checkbox"/> Monthly Credit Card Auto Payment <i>(complete CC info)</i>
<input type="checkbox"/> Quarterly Invoice

Credit Card Information
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard
Credit Card # _____ Exp. Date: ____/____/____
Security Code: _____
Signature for Credit Card _____

All amounts U.S. Dollars. Prices subject to change.

*This agreement between Spader Business Management, Inc. ("Spader"), located in Sioux Falls, South Dakota, and the Client identified above, is governed by the laws of the State of South Dakota. South Dakota law does not provide for sales tax collections on sales delivered out of state. However, in many states and provinces your purchase is taxable under the use tax laws of the state or province. Please contact the sales tax department in your state or province to determine the taxability of your purchase. IT IS THE BUYER'S RESPONSIBILITY TO PAY ANY TAXES DUE.*

\_\_\_\_\_  
Buyer Authorization

\_\_\_\_\_  
Spader Representative

## For Submitting Complete Data

*Spader Business Management, Inc. will provide to each existing financial trends participant certain computer programs, documentation, information and media for each individual participant's use in submitting financial data to Spader Business Management, Inc. By executing this Agreement For Use, each participant acknowledges that these computer programs, documentation, information and media are owned by Spader Business Management, Inc., and further agrees that he/she will not divulge, duplicate, disclose or otherwise make available to any third parties or make any use whatsoever of the computer programs, documentation, information and media provided by Spader Business Management, Inc., in connection with this Agreement and the operation of the Electronic Transmittal Assistant program, without the express prior written consent of Spader Business Management, Inc. Upon termination, participant agrees to return all computer programs, documentation, information and media to Spader Business Management, Inc., within ten working days from the date of termination.*

*I have read the above Agreement for Use and fully understand the responsibility of myself and all representatives of my business to abide by the Agreement, and agree to be bound by its terms.*

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Spader Business Management • Phone: 800.772.3377 • Fax: 605.339.4229 • www.spader.com • info@spader.com

## **SPADER BUSINESS MANAGEMENT ELECTRONIC INFORMATION DISTRIBUTION AND CONTROL AGREEMENT**

This is an agreement between Spader Business Management, Inc. (Spader) and located at , including but not limited to members of the (20 Groups) and other parties with whom Spader has business relations, provides services to or otherwise sends information to electronically herein called "Recipient," "Customer" or "You."

### **PURPOSE**

The purpose of this agreement is to set expectations and reach an agreement with all recipients of electronic data received from Spader as to how the information is to be treated, the confidentiality of the information, and to restrict and limit confidential information appropriately. If you, or your company, are members of a Spader 20 Group, the Bylaws and Code of Ethics applicable to the 20 Groups are applicable to you in addition to the terms of this Agreement.

### **DEFINITION OF CONFIDENTIAL INFORMATION**

The information provided by Spader to the Recipient may consist of confidential financial, performance or other sensitive data belonging to Spader, or its customers, affiliates, business partners or members of a 20 Group. All such information should be considered confidential and subject to this agreement. It is expressly stated and understood by the recipient that any unauthorized publication, disclosure, inappropriate use, or breach of the confidentiality of this data may cause irreparable harm to SPADER and/or the party who first created or reported the information to SPADER. You understand and accept that any publication of confidential information outside of SPADER or your firm puts such information at risk of improper dissemination or improper use; you agree to limit or eliminate such risk to the extent possible.

### **RESTRICTION OF ACCESS TO CONFIDENTIAL INFORMATION**

The recipient agrees to limit access to confidential information received from SPADER to only those employees within your company having a legitimate business purpose to have or use the information. If confidential SPADER information is distributed to more than one individual within a single business, all individual recipients of confidential SPADER information shall be subject to the terms of this agreement.

- A. Examples of inappropriate conduct prohibited by this agreement.
1. Saving or storing confidential information in any portable format, including but not limited to PDF (or .pdf) format, or storing confidential information in any other portable format
  2. Electronically forwarding any confidential information outside of your company.
  3. Forwarding while providing information to anyone without a legitimate business purpose to have the information.
  4. Leaving the information available in printed or electronic form to any third party.
  5. Failing to adequately secure the confidential information with suitable passwords, firewalls and the same type of safeguards in place for your own most sensitive trade secrets or confidential information.
  6. Adding company names to any report that would disclose the identity of any company or disclose the source of any data in any report, even if password protected.

7. Making copies of SPADER confidential information, preparing derivative works based upon such information, distributing such information or publicly displaying such information, or taking any other act that would violate the copyright to such confidential information.

B. Examples of appropriate conduct for handling confidential information.

1. Using password protection on all computers and changing the passwords regularly.
2. Keeping any printed copy of information in a locked cabinet at all times when not actually in use, including returning such information to a locked cabinet when you are away from your desk, even for a few minutes.
3. Erasing or destroying any copies of confidential information that are outdated or not currently in use or necessary for ongoing business decision making.
4. Being certain that no specific names or identifying characteristics of the source of any specific information are readily ascertainable.
5. Use of Spader code numbers or code words to identify specific data is permitted as long as the legend by which those code numbers or code words can be identified to a specific source are secured.

**REMEDIES FOR PROHIBITED CONDUCT**

It shall be a material breach of this agreement to allow confidential information of SPADER or any one of its customers or affiliates to be published, distributed, or disclosed to any third party or as prohibited by this agreement. For members of a 20 Group, such conduct will also violate the Bylaws and Code of Ethics of the 20 Groups. It will be a material breach of this agreement for any confidential information of SPADER or any of its affiliates or customers to be used by you in any way not specifically permitted by the terms of this agreement or in your other contractual relationships with SPADER. Should any material breach of this agreement occur, SPADER reserves the rights to terminate its relationship with you immediately. Upon termination, cancellation or expiration of the relationship you have with SPADER for any reason, you must immediately remove and/or destroy any and all electronic copies of any SPADER confidential information in your possession including copies anywhere within your computer, your computer network or stored on electronic media of any kind be it magnetic, optical or any other form. You shall also immediately confirm to Spader in writing that you have complied with the terms of this agreement. You agree that if Spader is forced to pursue legal action to enforce the terms of this agreement that you will stipulate that the injury and damage to SPADER is irreparable and that money damages alone will not compensate SPADER for its loss. You agree to stipulate to a temporary restraining order, preliminary injunction and a permanent injunction to prohibit improper use for any SPADER confidential information, or to recover any such SPADER confidential information from any third party, if requested by SPADER to do so. You further agree that no bond will be required from SPADER to secure any such injunction or other remedy.

Spader Business Management Inc.:

Recipient:

By: \_\_\_\_\_

By: \_\_\_\_\_

Company:

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_